

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B2400483

PRINT DATE: 04/11/12

PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID: 1526002033
MARYLAND CORRECTIONAL ENTERPRISES
7275 WATERLOO RD

JESSUP, MD 20794
(410) 540-5403

REFER QUESTIONS TO:

LEAH HINSON
(410) 767-4632
LEAH.HINSON@DGS.STATE.MD.US

ITB:

EXPR DATE: 04/24/17
POST DATE: 04/10/12

DISCOUNT TERMS: .
CONTRACT AMOUNT:

NET 30 DAY
.00

TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

VENDOR TELEPHONE NO: (410) 540-5400

VENDOR FAX NO: (410) 540-5570

////////////////////////////////////
REFER TO WEBSITE FOR UPDATED DGS APPROVED PRICING AND PRODUCT
INFORMATION. PLEASE GO TO : WWW.MCE.MD.GOV.
////////////////////////////////////

STATEWIDE CONTRACT

ALL GOODS AND SERVICES AVAILABLE FROM
MARYLAND CORRECTIONAL ENTERPRISES

CONTRACT PERIOD: APRIL 24, 2012 THRU APRIL 23, 2017 - FIVE (5) YRS
DELIVERIES- WITH THE EXCEPTION OF CUSTOM ORDERED FURNITURE, ALL
DELIVERIES MUST BE COMPLETED WITHIN 90 DAYS UNLESS OTHERWISE STATED IN
THE PRICE QUOTE.

- A. THIS CONTRACT COMPLIES WITH COMAR 21.11.05 AND STATE FINANCE AND PROCUREMENT ARTICLE 14-101 THROUGH 14-108.
- B. PURSUANT TO CORRECTIONAL SERVICES ARTICLE 3-515, A UNIT OF STATE GOVERNMENT SHALL PURCHASE FROM MARYLAND CORRECTIONAL ENTERPRISES (MCE) ANY GOODS OR SERVICES THAT ARE AVAILABLE FROM MCE AND THAT MCE CAN PROVIDE AT A PRICE NOT EXCEEDING THE PREVAILING MARKET PRICE AS DETERMINED BY THE DEPARTMENT OF GENERAL SERVICES (DGS).
- C. AS PROVIDED IN CORRECTIONAL SERVICES ARTICLE, SECTION 3-515, IF MCE IS UNABLE TO PROVIDE ANY OF THE GOODS OR SERVICES UNDER THE CONTRACT, MCE SHALL NOTIFY THE CONTRACTING UNIT SO THAT APPROPRIATE ALTERNATIVE ACTION MAY BE TAKEN TO MEET THE NEEDS OF UNITS OF STATE GOVERNMENT FOR WHICH THE CONTRACTING UNIT PROCURES

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B2400483

PRINT DATE: 04/11/12

PAGE: 02

TERMS (cont'd):

GOODS OR SERVICES.

MCE SHALL PROVIDE WRITTEN RELINQUISHMENT OF ITS STATUTORY PREFERENCE IF IT IS UNABLE TO PROVIDE A GOOD OR SERVICE UNDER THIS CONTRACT.

- D. ORDERS WILL BE PLACED DIRECTLY WITH MCE BY INDIVIDUAL USING AGENCIES INDICATING DELIVERY AND BILLING INSTRUCTIONS.
- E. FOR PURCHASES MADE AGAINST THIS CONTRACT, MCE SHALL ACCEPT THE STATE OF MARYLAND'S CORPORATE PURCHASING CARD. PURCHASES MADE WITH THE STATE OF MARYLAND CORPORATE PURCHASING CARD SHALL BE INCLUDED IN ALL REPORTS REQUESTED BY DGS.
- F. PURSUANT TO CORRECTIONAL SERVICES ARTICLE, SECTIONS 3-511 AND 3-516, THE FOLLOWING ENTITIES MAY PURCHASE GOODS AND SERVICES UNDER THIS CONTRACT:
- (1) UNITS OF STATE GOVERNMENT;
 - (2) POLITICAL SUBDIVISIONS OF THE STATE;
 - (3) UNITS OF FEDERAL GOVERNMENT;
 - (4) UNITS OF OTHER STATES;
 - (5) POLITICAL SUBDIVISIONS OF OTHER STATES;
 - (6) CHARITABLE, CIVIC, EDUCATIONAL, FRATERNAL, OR RELIGIOUS AGENCY, ASSOCIATION, OR INSTITUTION FOR ITS OWN USE AND NOT FOR RESALE WITHIN ONE (1) YEAR OF PURCHASE;
 - (7) A PERSON FOR NATIONAL DEFENSE PURPOSES IF NOT PROHIBITED BY AN ACT OF CONGRESS; OR
 - (8) A CONTRACTOR OR SUBCONTRACTOR IN PERFORMANCE OF A CONTRACT WITH A UNIT OF STATE GOVERNMENT OR ANY OTHER GOVERNMENTAL UNIT IN THE STATE.
- G. MARYLAND CORRECTIONAL ENTERPRISES SHALL SUBMIT A REPORT DETAILING THE PURCHASE OF ALL ITEMS ON THE CONTRACT UPON REQUEST OF DGS. FORMAT SHALL BE AT MCE'S OPTION PROVIDING THAT, AS A MINIMUM, THE REPORT REFLECTS THE CONTRACT NUMBER, CONTRACT ITEM NUMBER, THE DOLLAR VOLUME PURCHASED OF EACH ITEM, AGENCY IDENTIFICATION, AND THE CONTRACT TOTAL. THE REPORT SHALL BE FILED WITHIN SEVEN (7) DAYS AFTER THE REQUEST. ANY EXCEPTION TO THIS MANDATORY REQUIREMENT MAY RESULT IN CANCELLATION OF THE AWARD.
- H. THE STATE OF MARYLAND REQUIRES MCE TO PLACE ITS CATALOG ON EMARYLAND MARKETPLACE AND PAY A PROCESSING FEE.
- PROCESSING FEE
1. CONTRACTOR SHALL PAY A PROCESSING FEE TO THE STATE IN THE AMOUNT OF ONE PERCENT (1%) OF THE TOTAL CONTRACT SALES. THE PROCESSING FEE IS CALCULATED BASED ON ALL SALES TRANSACTED UNDER THE CONTRACT, MINUS ANY RETURNS OR CREDITS. THE PROCESSING FEE SHALL NOT BE CHARGED DIRECTLY TO THE CUSTOMER, E.G., AS A SEPARATE LINE ITEM, FEE OR SURCHARGE, BUT SHALL BE INCLUDED IN THE CONTRACT'S UNIT PRICES.
 2. THE PROCESSING FEE SHALL BE SUBMITTED TO THE FISCAL SERVICES DIVISION, 301 W. PRESTON STREET, ROOM 1309, BALTIMORE, MD.,

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B2400483

PRINT DATE: 04/11/12

PAGE: 03

TERMS (cont'd):

21201, WITHIN TEN (10) CALENDAR DAYS FOLLOWING THE END OF EACH CALENDAR MONTH ALONG WITH A MONTHLY USAGE REPORT DOCUMENTING ALL CONTRACT SALES.

3. FAILURE TO REMIT PROCESSING FEES IN A TIMELY MANNER OR REMITTANCE OF FEES INCONSISTENT WITH THE CONTRACT'S REQUIREMENTS MAY RESULT IN THE STATE EXERCISING ALL RECOURSE AVAILABLE UNDER THE CONTRACT INCLUDING, BUT NOT LIMITED TO, A THIRD PARTY AUDIT OF ALL CONTRACT ACTIVITY. SHOULD AN AUDIT BE REQUIRED BY THE STATE, THE CONTRACTOR SHALL REIMBURSE THE STATE FOR ALL COSTS ASSOCIATED WITH THE AUDIT UP TO \$5,000.00 OR ONE (1%) PERCENT OF THE CONTRACT'S ESTIMATED ANNUAL VALUE, WHICHEVER IS HIGHER.

ALL PURCHASES UNDER THIS CONTRACT BY ANY SUCH ENTITY WHICH IS NOT A UNIT OR AGENCY OF THE STATE OF MARYLAND:

- (1) SHALL CONSTITUTE A PURCHASE OR CONTRACT BETWEEN THE CONTRACTOR AND THAT ENTITY ONLY;
- (2) SHALL NOT CONSTITUTE A PURCHASE FROM OR CONTRACT WITH THE STATE OF MARYLAND OR A UNIT OR AGENCY THEREOF;
- (3) SHALL NOT BE BINDING OR ENFORCEABLE AGAINST THE STATE OF MARYLAND OR ANY OF ITS UNITS OR AGENCIES; AND
- (4) MAY BE SUBJECT TO OTHER TERMS AND CONDITIONS AGREED TO BY THE CONTRACTOR AND THE PURCHASER.

CONTRACTOR BEARS THE RISK OF DETERMINING WHETHER OR NOT AN ENTITY FROM WHICH THE CONTRACTOR RECEIVES AN ORDER UNDER THE CONTRACT IS A UNIT OR AGENCY OF THE STATE OF MARYLAND.

I. THE MCE ON-LINE CATALOG IS INCORPORATED HEREIN BY REFERENCE.

J. THE DEPARTMENT OF GENERAL SERVICES' "TERMS AND CONDITIONS FOR COMMODITY CONTRACTS OVER \$25,000" IS INCORPORATED HEREIN BY REFERENCE.

VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL INVOICES. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT. PRODUCTS USED IN PACKING TO CUSHION AND PROTECT DURING THE SHIPMENT OF COMMODITIES ARE TO BE MADE OF RECYCLED, RECYCLABLE, AND/OR BIODEGRADABLE MATERIALS.

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B2400483

PRINT DATE: 04/11/12

PAGE: 04

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
---------------	----------------------	------------	------------------

0001	48500	EA	
------	-------	----	--

MCE COMMODITIES MISCELLANEOUS

ALL GOODS AVAILABLE FROM MCE ON-LINE CATALOG. CUSTOM
ITEM PRICES ARE AVAILABLE VIA QUOTE FROM MCE. THIS CATALOG
REPRESENTS THE MCE MASTER LIST. ALL PRICES HAVE BEEN APPROVED BY DGS
WHICH IS THE PRICING AUTHORITY FOR MCE.

0002	95200	EA	
------	-------	----	--

MCE SERVICES MISCELLANEOUS

ALL SERVICES AVAILABLE FROM MCE ON-LINE CATALOG. CUSTOM ITEM
PRICES ARE AVAILABLE VIA QUOTE FROM MCE. THIS CATALOG REPRESENTS THE
MCE MASTER LIST. ALL PRICES HAVE BEEN APPROVED BY DGS WHICH IS THE
PRICING AUTHORITY FOR MCE.

END OF ITEM LIST

***** LAST PAGE *****

AUTHORIZED BY: _____

BUYER AUTHORIZED DESIGNEE

DATE: _____